



Project
Control
Number

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Project	Parcels(s)
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On this _____ day of _____, 20____, _____

hereinafter referred to as Grantor(s) did execute a deed, subordination of rights, _____ easement, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation hereinafter referred to as NDDOT, the above-identified parcel(s) of property in _____ County, consisting of _____ acres, more or less, as shown on the right of way plats, for a total of \$_____ for land and all damages.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms, agreed upon in connection with the above settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Grantor(s) may remove or use said trees with the written permission of the district engineer.
2. _____ feet of _____ fence are to be moved by the Grantor(s) prior to construction of the highway.
3. The Grantor(s) will be permitted to use any cattle pass or drainage structure installed for a cattle or stock pass at his/her own risk. The state will provide the necessary maintenance for highway purposes. The Grantor(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT hereby makes settlement with the Grantor(s) for the following buildings:

These buildings shall be disposed of in the following manner:

- (a) NDDOT takes complete possession of and retains the right of ultimate removal or destruction, and grants _____ days of occupancy, ending the _____ day of _____, 20____.
 - (b) The Grantor(s) hereby agrees to remove said buildings from the right of way prior to _____, 20____, at no additional cost to the NDDOT. It is further agreed that if said building(s) (is) (are) not removed prior to the above date, the right of ownership and removal or destruction reverts to NDDOT.
 - (c) NDDOT takes possession and hereby grants the right of occupancy to the Grantor(s) in consideration of \$_____ per month rental, payable monthly in advance commencing _____, 20____. The Grantor(s) agree(s) to vacate said property within 15 days after receipt of notice to vacate from NDDOT.
5. Access control is being acquired and the abutting owner shall reserve the right of access at _____ temporary points to be designated by the NDDOT Director as shown on the right of way plat.
 6. The Grantor(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.

7. Additionally: _____

Land	\$ _____
Easements and Access Control	\$ _____
Improvements on Right of Way	\$ _____
Damage to Remainder	\$ _____
TOTAL	\$ _____

The NDDOT Director must approve all settlements. NDDOT will notify the Grantor(s) in writing if this settlement is **not** approved. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

EXECUTED the date first above written.

GRANTOR (TYPE OR PRINT)

SIGNATURE

DATE

GRANTOR (TYPE OR PRINT)

SIGNATURE

DATE

GRANTOR (TYPE OR PRINT)

SIGNATURE

DATE

GRANTOR (TYPE OR PRINT)

SIGNATURE

DATE

RIGHT OF WAY AGENT, NDDOT (TYPE OR PRINT)

SIGNATURE

DATE